

ATTACHMENT A: AGREEMENT FOR COST ALLOCATION AND RESOURCE SHARING

This attachment, representing Attachment A to the MOU, is made and entered into by and between the City of Lincoln's Workforce Investment Board, hereinafter referred to as LWIB, and the **One Stop Partner Nebraska Department of Health and Human Services** for the Greater Lincoln One Stop Delivery System, with the agreement of the Mayor of Lincoln who serves as the Chief Elected Official for the Greater Lincoln Area.

Whereas this attachment represents an agreement between LWIB and Nebraska Department of Health and Human Services regarding their cost allocation and resource sharing agreement, and incorporates by reference the MOU and its terms and conditions, as approved by the Greater Lincoln Workforce Investment Board and One Stop System Partners.

Now, therefore, the parties agree as follows:

1. The One Stop Partner Nebraska Department of Health and Human Services agrees to contribute direct partner costs for rent in the following manner:

RENT: Nebraska Department of Health and Human Services will not be co-locating in the One Stop Career Center and, thus will not incur partner costs for physical co-location. The Nebraska Department of Health and Human Services is considered part of the One Stop Center Complex because they are located on the 4th floor of Gold's Galleria.

2. The One Stop Partner Nebraska Department of Health and Human Services agrees to contribute an equal share of system costs, among all WIA partners, for the one stop delivery system. Nebraska Department of Health and Human Services shall make funds available for the following items:

COST: All system costs are to be shared equally as indicated below. When a cost is billed to each one stop partner by the City of Lincoln, an itemized billing statement of actual costs shall be provided on a quarterly basis and the one stop partner shall pay for items within 30 days of receipt of the request for payment.

BOARD MEETINGS: There are 14 One Stop partners identified in the umbrella MOU serving on the Board. Actual board operation costs will be shared equally among the one stop partners serving on the board with payment to be made to the City of Lincoln on a quarterly basis. Board operation costs include costs for board meetings, committee meetings, materials, postage, phone, copying and printing.

3. Responsibility for Funds: Each party is liable for and shall agree to assume all risk for any misuse of funds caused by or resulting from its or its officers', employees' or agents' actions or omissions under or relating to this Agreement.

4. Term: This Agreement shall be in effect for the period beginning July 1, 2004, and ending on June 30, 2005. This agreement may be renewed for a period of up to (two) additional one-year terms.

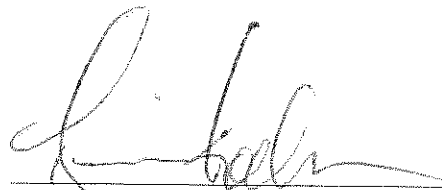
5. **Amendments:** The parties realize that modification may be necessary during the period of this agreement and will undertake modification of the agreement collaboratively. Any amendment to this Agreement, to be valid, must be in writing and signed by both parties. If any provision of this agreement is held invalid, the remainder of this Agreement shall not be affected.

6. **Capacity:** The undersigned person representing Nebraska Department of Health and Human Services does hereby agree and represent that he or she is legally capable to sign this Agreement and to lawfully bind Nebraska Department of Health and Human Services to this Agreement.


IN WITNESS WHEREOF, Nebraska Department of Health and Human Services and Mayor Coleen Seng, Chief Elected Official and contractual authority for the Greater Lincoln Workforce Investment Board do hereby execute this Agreement as of the 6th day of July, 2004.



Mayor Coleen Seng
City of Lincoln/Greater Lincoln
Workforce Investment Board



Tim Koehn, Service Area Administrator
Nebraska Department of Health and
Human Services

Approved By: 

James Linderholm, Chair
Greater Lincoln Workforce Investment Board

ATTACHMENT B: AGREEMENT FOR SCOPE OF SERVICES

This attachment representing Attachment B to the MOU, is made and entered into by and between the City of Lincoln's Greater Workforce Investment Board, hereinafter referred to as LWIB, and the One Stop Partner **Nebraska Department of Health and Human Services** for the Greater Lincoln One Stop Delivery System, with the agreement of the Mayor of Lincoln who serves as the Chief Elected Official for the Greater Lincoln Area.

Whereas, this attachment represents an agreement between the LWIB and Nebraska Department of Health and Human Services regarding Health and Human Service's cost allocation and resource sharing agreement, and incorporates by reference the MOU and its terms and conditions, as approved by the Greater Lincoln Workforce Investment Board and One Stop System Partners.

Now, therefore, the parties agree as follows:

- 1. Core Services:** The One Stop Partner Nebraska Department of Health and Human Services agrees to contribute to the delivery of the following core services in the local one stop system:

 - a Outreach and Orientation to the services available through the one stop system.
 - b Provision of accurate information relating to the availability of supportive services, including at a minimum, childcare and transportation available in the local area, and referral to such services, as appropriate.
 - c Assistance in establishing eligibility for Welfare to Work programs.
- 2. Delivery of Core Services:** The core services listed above shall be delivered by the One Stop Partner Nebraska Department of Health and Human Services in the following manner.

Service a: Outreach and Orientation to the services available through the one stop system.

METHOD OF DELIVERY:

Outreach: Nebraska Department of Health and Human Services will provide marketing materials, brochures and information regarding Health and Human Services to be dispersed to all partners and tenants of the One Stop, and to all applicants as appropriate. Health and Human Services will also be listed on printed materials regarding services available at the One Stop. HHS will provide a pamphlet describing the one stop system and the partner programs. HHS agrees to distribute customer surveys as directed by the LWIB Board.

Orientation: Health and Human Services staff will provide Orientation to HHS customers of the One Stop. Orientations will include services available at the One Stop and services available to Health and Human Services customers.

WHERE THE SERVICE WILL BE PROVIDED: At Health and Human Services offices, 1050 "N" Street, Lincoln, Nebraska.

Service b: Provision of accurate information relating to the availability of supportive services, including at a minimum, childcare and transportation available in the local area, and referral to such services as appropriate.

METHOD OF DELIVERY: Health and Human Services staff will use a variety of resources to provide accurate information and referral for supportive services. The primary sources available are the Nebraska Explorer and the Community Resource Directory 1999-2000. HHS Staff will provide this information as appropriate.

WHERE THE SERVICE WILL BE PROVIDED: At the Health and Human Services offices, 1050 "N" Street, Lincoln, Nebraska.

Service c: Assistance in establishing eligibility for Welfare to Work programs.

METHOD OF DELIVERY: Health and Human Services staff will provide eligibility information and referral to Welfare to Work programs as appropriate to customers. The Welfare to Work staff is a co-located partner at the One Stop.

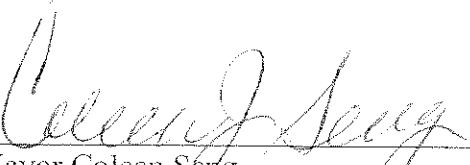
WHERE THE SERVICE WILL BE PROVIDED: At the Health and Human Services offices, 1050 "N" Street, Lincoln, Nebraska.

3. **Method of Referral:** The One Stop Partners have agreed in the umbrella MOU to provide for the referral of individuals for services by use of a common general information sheet, administered through Nebraska Workforce Access System (NWS), based upon demonstrated reliability of the system and appropriate interfaces that ensure no duplication of data entry by Health and Human Services staff, which will be used to refer individuals to the appropriate partners for needed services. NWS will also be used for referrals for services and programs not located at the One Stop. In addition, traditional methods for referral will be utilized as appropriate. Releases of information will be obtained when necessary to protect confidentiality and to expedite the delivery of services.
4. **Funding Source/Costs:** The Nebraska Department of Health and Human Services cost of providing the above referenced services through the One Stop center, including without limitation all of its personnel, equipment, software, hardware, supplies, facilities and insurance costs shall be borne by the partner, HHS.
5. **Amendments:** The parties realize that modification may be necessary during the period of this agreement and will undertake modification of the agreement collaboratively. Any amendment to this Agreement, to be valid, must be in writing and signed by both parties. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected.

6. **Term:** This Agreement shall be in effect for the period beginning July 1, 2004, and ending on June 30, 2005. This agreement may be renewed for a period of up to (two) additional one-year terms.
7. **Termination:** Any party may withdraw from or terminate this Agreement by adhering to paragraph 8 of the MOU which provides that the terminating party give written notice of its intent to terminate at least 120 calendar days in advance of the effective date. Notice to terminate shall be given to the Chairperson of the LWIB and the CEO. Should any One Stop Partner terminate the Agreement for Scope of Services, the remainder of the MOU shall remain in effect with respect to the withdrawing party.
8. **Mutual Hold Harmless:** Each party to this agreement agrees that it will be responsible for their own acts and omissions and the results of their own acts and omissions, and shall not be responsible for the acts and omissions of the other party. Each party agrees to assume all risk and liability for any injury to persons or property resulting in any manner from each party's own acts or omissions related to this agreement, including acts or omissions by each party's own agents, employees or contractors related to this agreement. Liability includes any claims, damages, losses and expenses (including attorneys' fees) arising out of or resulting from performance of this agreement that result in any claim for damage whatsoever, including any bodily injury, sickness, disease, death or any injury to or destruction of tangible or intangible property, including any resulting loss of use. Each party shall obtain and at all times keep in effect comprehensive liability insurance and property damage insurance covering its and its officers', employees' or agents' acts, omissions or negligence performed under this Agreement.
9. **Independent Contractor:** Nebraska Department of Health and Human Services shall perform their core services under this Agreement as an independent contractor. Nebraska Department of Health and Human Services have sole and exclusive charge and control of the manner and means of performance. Nebraska Department of Health and Human Services, with respect to its employees, shall be exclusively responsible for providing for employment related benefits and deductions that are required by law. It is expressly understood that the employees of Nebraska Department of Health and Human Services are not employees of the Greater Lincoln Workforce Investment Board.
10. **One Stop Management Council:** Nebraska Department of Health and Human Services, as a party to this Agreement, agrees to participate in the operation of the One Stop Management Council to provide a collaborative approach in assessing the needs and improvements of the delivery system at the One Stop Career Center.
11. **One Stop Management:** Nebraska Department of Health and Human Services, as a party to this Agreement, agrees to comply with the policies, procedures and directives of the One Stop Management Council, barring any conflict with state or federal statutes and/or state programmatic policies.

12. **Capacity:** The undersigned person representing Nebraska Department of Health and Human Services does hereby agree and represent that he or she is legally capable to sign this Agreement and to lawfully bind Nebraska Department of Health and Human Services to this Agreement.

IN WITNESS WHEREOF, Nebraska Department of Health and Human Services and Mayor Coleen Seng, Chief Local Elected Official and contractual authority for the Greater Lincoln Workforce Investment Board, do hereby execute this agreement as of the 6th day of July, 2004.

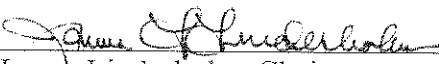


Mayor Coleen Seng
City of Lincoln/Greater Lincoln
Workforce Investment Board



Tim Koehn, Service Area Administrator
Nebraska Department of Health and
Human Services

Approved by:



James Linderholm, Chair
Greater Lincoln Workforce Investment Board

Jim Linderholm
Chairperson



Mayor Coleen J. Seng
Chief Elected Official

March 9, 2005

GREATER LINCOLN
WORKFORCE INVESTMENT BOARD

Ardi Korver
Nebraska Department of Health & Human Services
P.O. Box 98933
Lincoln, NE 68509-8933

RE: Attachments A and B to the Memorandum of Understanding between Lincoln Workforce Investment Board and Nebraska Department of Health and Human Services, EO #70636

Dear Ardie:

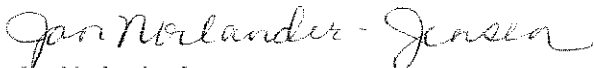
In accordance with the terms and conditions of the above referenced Attachments A and B to the Memorandum of Understanding, the City of Lincoln/Greater Lincoln Workforce Investment Board desires to renew said Attachments A and B to the Memorandum of Understanding (MOU) for one (1) additional term beginning July 1, 2005 through June 30, 2006.

It is understood that all terms and conditions of the original Attachments A and B to the Memorandum of Understanding will remain unchanged during the renewal term. For your own information and as a reminder, the Workforce Investment Act of 1998 (PL 105-220) remains in existence until repealed by the federal government. WIA is currently in the process of re-authorization before Congress. It is not clear when re-authorization will be finalized but expenditures under the 1998 Act are authorized through June, 2006. Thus, the terms and conditions of the Attachments are in reference to the current law.

As evidence of your agency's decision to renew the referenced MOU under said terms and conditions, please countersign below. Return three original letters on or before April 15, 2005 for processing care of Jan Norlander-Jensen, City of Lincoln, Urban Development, 808 P Street, Suite 400, Lincoln, NE 68508.

If your agency should choose not to renew this MOU, please state on your letterhead the reasons and return to the City of Lincoln/Greater Lincoln Workforce Investment Board at the above address.

Sincerely,


Jan Norlander-Jensen

Counter Signature:



One Stop Partner Agency Name

402 - 471 - 5328
Phone No.

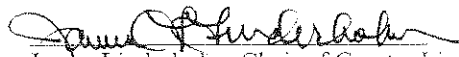

Signature of Authorized Representative of
One Stop Partner

Sacramento Area Administrator
Title

3/30/05
Date


Mayor Coleen Seng
City of Lincoln

Approved by:


James Linderholm, Chair of Greater Lincoln
Workforce Investment Board